

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET
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Award Request for Proposal
2015-097 for Ambulance
Transport Services to
Platinum Nine Holdings,
LLC dba NW Ambulance

COUNCIL BILL #	
Originating Department	Finance/Purchasing
Contact Person	Clark Langstraat
Phone Number	425-257-8901
FOR AGENDA OF	June 1, 2016

Amount Budgeted	\$158,167.04	
Expenditure Required	\$158,167.04	Account Number(s): Fire/EMS
Budget Remaining	-0-	
Additional Required	-0-	

The Fire Department Emergency Medical Services (EMS) Division is seeking a single vendor to provide transport for Basic Life Support patients to area hospitals. This vendor will replace the rotation of several private ambulance companies currently providing transport services. The selected ambulance company will provide transport only after EMS has responded to the initial call.

RECOMMENDATION (Exact action requested of Council):

Award Request for Proposal 2015-097 for Ambulance Transport Services and Authorize the Mayor to Sign a Contract with Platinum Nine Holdings LLC, dba NW Ambulance in the amount of \$158,167.04, substantially in the form provided.

CITY OF EVERETT

CONTRACT FOR BASIC LIFE SUPPORT AMBULANCE SERVICES

This Contract is made effective _____ (the "Effective Date"), and entered into by and between the City of Everett ("Everett" or "City"), a Washington municipal corporation; and Platinum Nine Holdings, LLC dba NW Ambulance ("Contractor"), a Domestic Limited Liability Company of the State of Washington, and authorized to do business in the State of Washington.

Contractor Business	Platinum Nine Holdings, LLC dba NW Ambulance
Name of Representative	Jeremy Yoder, General Manager
Contractor Address	706 Cedar Ave, Marysville WA 98270
Contractor Phone	425-877-3417
Contractor Fax	360-386-8426
Contractor E-mail	jyoder@nwamb.us

WHEREAS, the purpose of this contract is to provide the City of Everett with Ambulance Services; and

WHEREAS, Contractor was selected as a result of a Request for Proposal 2015-097;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance of the scope of work contained herein, as attached and made a part hereof, Everett and Contractor mutually agree as follows:

Contractor shall provide city-wide ambulance transport services for Basic Life Support (BLS) patients that have been screened and medically evaluated by the Everett Fire Department (EFD) and transferred to the Contractor for transport to an appropriate medical facility. The EFD will remain the first responder for all 9-1-1 calls, will perform triage and interrogation of all patients and provide Advanced Life Support (ALS) treatment and transport.

1.0 Definitions:

"At Scene Time" means the point in time when the ambulance unit is physically stopped or staged at the correct scene. In situations where the unit has been directed to respond to a location other than the scene, e.g., staging areas for hazardous materials/violent crime incidents, or non-secured scenes, "at scene time" shall be the point in time the ambulance unit reports it has arrived at the designated staging location. In instances when an ambulance unit fails to report when it

has arrived “at scene,” “at scene time” shall mean the point in time of the first communication or status transmission from a mobile data terminals verifiably transmitted from the scene by that ambulance unit.

“City” means the City of Everett, Washington.

“Contractor” means **NW Ambulance**.

“Critical care transport” or “CCT” means the inter-facility transport of a patient whose condition requires ALS services.

“EFD” means the Everett Fire Department

“Request Received” means the point in time when the incident address is confirmed by the Contractor’s dispatcher.

“Response Time” means the time interval from the time when the Contractor’s data records system electronically time stamps the call requesting service to the time an ambulance unit arrives at the scene of the incident.

“Unit Hours” means amount of time calculated in hours that a fully staffed and equipped apparatus is available for service.

2.0 Patient Care Performance

2.1 Standards: The Contractor shall continuously meet or exceed the patient care performance standards set forth in State law and the Snohomish County EMS Pre-Hospital Care Treatment Guidelines, Protocols and Procedures. Additionally the Contractor shall have its own medical direction and performance review programs.

2.2 Transport Protocols:

2.2.1 EFD will provide the rapid initial response to all requests for emergency medical assistance within the City. Except in limited circumstances, the Contractor shall not provide rapid initial response or ALS to medical emergencies within the City.

2.2.3 When the Contractor arrives at an incident scene in response to a EFD request, the Contractor’s personnel shall report to the ranking EFD official or his or her designee in charge of the emergency who shall, when appropriate, designate the mode of transportation and the hospital to be utilized. Patients in a life-threatening or potentially life-threatening condition shall be transported to area hospitals as directed by EFD.

2.2.4 The Contractor shall immediately request an EFD response if the Contractor receives a request for assistance from a citizen for any medical emergency.

2.2.5 Critical Care Transport (CCT) of patients. The Contractor will record and routinely review with EFD all direct requests from medical providers to transport critical but stable patients between medical facilities for the purpose of assessing which were subsequently picked up by EFD. The Contractor shall refer to EFD all requests for inter-hospital transportation involving critically ill, unstable patients.

2.2.6 In the event the Contractor's dispatcher determines an EFD rapid initial response is required, the call will be immediately patched back to EFD.

2.2.7 In the event the Contractor's unit arrives on-scene and determines that an ALS response is required, the Contractor shall immediately notify EFD.

2.2.8 Due to the nature of BLS transport within the City of Everett EMS system, all transports to area hospitals from the scene of an incident shall be non-priority (Non-Code - without lights and sirens) unless the patient's condition is actively deteriorating in which case, EFD dispatch should be immediately notified. If transport subsequently becomes priority (Code – with lights and sirens) the incident should be reported in the next monthly performance report for an exception from liquidated damages.

2.2.9 In the event that a BLS transport being handled by the Contractor becomes an emergency requiring the services of an ALS technician, the Contractor shall immediately request the services of EFD.

2.3 Patient Care Performance Standards Monitoring

The Contractor shall ensure its personnel complete documents related to responses and patient care, including, but not limited to: electronic Pre-hospital Care Reports (e-PCRs); Against Medical Advice (AMA) Summary Audits; and ambulance response failure/ unusual occurrence forms and other forms needed for providing such patient care. Such documents shall be made available to the City upon request. The City reserves the right to require the use of certain forms or to approve the content of any Contractor forms, if, in the City's judgment, the Contractor forms are not adequate to provide the information needed for quality patient care. The Contractor shall provide to EFD by the 10th day of each calendar month a report summarizing its patient care performance during the preceding month. The Contractor and EFD shall meet monthly to discuss matters of concern and to review adherence to patient care performance standards and transport protocols. The purpose of these meetings will be to maintain open and proactive communications, resolve problems, and to provide a forum to confer about patient care performance on the part of the Contractor or EFD.

2.3.1 ESO Solutions. Patient Care Reports (PCRs) shall be recorded electronically, referred to as an electronic Patient Care Report or ePCR. The required ePCR software is ESO Solutions. The Contractor will assure that each ambulance is equipped with ePCR capable recording equipment to maintain patient care reports on Everett Fire patient transports. The Contractor is responsible to assure all Snohomish County ePCR requirements are met regarding standards of acceptable reporting and time limits for

finalizing and submitting electronic reports. The Contractor will also assure that information can be electronically transmitted from the contractor's ePCR software to and from Everett Fire's ePCR software.

3.0 Response Time Performance

3.1 Requirements

In order to reliably track and report on response time performance, the Contractor is required to transmit response data to SNOPAC via direct electronic transfer facilitated by Mobile Data Terminal (MDT) or over the radio. Response data will include at a minimum: Time of dispatch; time in route; time of arrival at scene; time of arrival at patient; time of initiation of transport; time of transport complete and time in service. The Contractor shall meet or exceed the response time standards set forth in subsection 3.2 and 3.3. Response times shall be measured in minutes and seconds, and shall be timed-stamped by the SNOPAC computer aided dispatch (CAD) system. Liquidated damages for exceeding the response time standard will be assessed as provided in Section 11 (Finance).

Recognizing that operations are impacted by weather and other occurrences of nature as well as the state of regional and national disasters, EFD has established two operational levels with different standards for response time and/or liquidated damages. Regardless of operational level, Code will mean responses made with both lights and sirens in operation while Non-Code means without either lights or siren in operation.

3.2 Normal Operations

Normal Operations is defined as that time during which there is no extraordinary weather or heightened circumstances due to manmade threat or natural disasters either locally or nationally. Normal Operation needs no special declaration. It is the baseline which may be changed by EFD to Modified Operations.

3.1.1.1.1.1.1.1 3.2.1 "Code" Response Performance Standard. The Contractor shall respond to ninety percent (90%) of all "Code" requests which have not been exempted from such time performance standards within 9:59 minutes. Liquidated damages for late arrival on scene will be assessed per minute for up to five minutes after which liquidated damages for a non-response will be assessed.

3.1.1.1.1.1.1.1.1 3.2.2 "Non-Code" Response Performance Standard – The Contractor shall respond to ninety percent (90%) of all "Non-Code" requests which have not been exempted from such time performance standards within 14:59 minutes. Liquidated damages for late arrival on scene will be assessed per minute for up to five minutes after which liquidated damages for a non-response will be assessed.

3.1.1.1.1.1.2 3.3 Modified Operations

3.1.1.1.1.1.3 Modified Operation includes times of severe weather, other natural conditions or circumstance that impede routine delivery of service that are beyond the control of the Contractor and are typically effecting the entire City. The Fire Chief shall determine when Modified Operations commence and when Modified Operations return to Normal Operations.

3.1.1.1.2 3.3.1 "Code" Response Performance Standard – The Contractor shall respond to ninety percent (90%) of all "Code" requests which have not been exempted from such time performance standards within 14:59 minutes. Liquidated damages for late arrival on scene will be assessed per minute for up to five minutes at which time the request is considered non-responsive and liquidated damages for a non-response will be assessed.

3.1.1.1.2.1.1.1 3.3.2 "Non-Code" Response Performance Standard. The Contractor shall respond to ninety percent (90%) of all "Non-Code" requests which have not been exempted from such time performance standards within 19:59. Liquidated damages for late arrival on scene will be assessed per minute for up to five minutes at which time the request is considered non-responsive and liquidated damages for a non-response will be assessed.

3.4 Natural or Man-made Disasters

During periods of time determined to be natural or man-made disasters as declared by the State of Washington all liquidated damages are waived until such time as Normal Operations can continue.

3.5 Performance Incentive

For any calendar month, EFD will waive liquidated damages for late arrivals that are not considered non-responsive, if the Contractor meets or exceeds the response time standards for ninety five percent (95%) of requests which have not been exempted from such time performance standards Citywide.

3.1.1.1.2.2

3.6 Response Time Performance Monitoring

Performance reports created by the Contractor are to be based on verifiable data from the SNOPAC CAD system. The Contractor shall provide to EFD by the 10th day of each calendar month a draft report detailing its response time performance citywide. Along with this report, the Contractor is to submit any requests for exemptions from the imposition of liquidated damages. The Contractor shall document each instance wherein a response was in excess of the response

performance standard and for which a liquidated damage exemption is being sought and shall detail the reasons for such an exemption request based on the guidelines for exemptions in Section 11 (Finance). EFD will respond to requests for exemption within five business days of receipt of the exemption request. The Contractor shall submit the final report or request further review of denied exemptions within 5 business days of receipt of the EFD response. Failure by the Contractor to meet submission dates will result in automatic waiver of exemption requests.

3.7 Quality Improvement Program

The Contractor shall take all steps necessary to eliminate causes of poor response time performance and upon request shall provide the City with a summary of such corrective actions. In addition to the Quality Improvement reviews described in Patient Care Performance (Section 2.3 above), the reporting in Response Time Performance (Section 3 above) and its program for Quality Improvement for Dispatch Communications (Section 5.3 below), the Contractor shall develop and maintain a Quality Improvement Program that includes, at a minimum:

3.7.1 Review of incident reports with EFD and other governmental agencies to evaluate Contractor's performance;

3.7.2 Establishment of a Quality Improvement peer review committee designed to review documentation and performance of pre-hospital care personnel;

3.7.3 Observation and evaluation of EMTs in the field, including patient assessment, diagnosis, protocol selection and compliance, and procedural competency.

3.8 Inquiries and Complaints

The Contractor shall provide prompt written responses and follow-up to inquiries and complaints. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions. Contractor shall, on a monthly basis, submit to EFD a list of all complaints received and their respective dispositions. Copies of such complaints will be made available to the City upon request. Any complaint received by the City shall be forwarded to the Contractor for action and the Contractor shall forward the disposition of the complaint to the City within fifteen business days of receipt.

4.0 Factors of Production

All equipment, supplies, facilities, locally assigned personnel, and other production factors utilized by the Contractor in performing the services under the Contract resulting from this solicitation, whether furnished by the City or not, shall be devoted to the services under the Contract.

4.1 Initial Coverage Plan

During the first three (3) months of operations, the Contractor shall adhere to the initial coverage plans submitted in its proposal or a modification of that plan which is approved by the City. Thereafter, in the Contractor's discretion, the plan

of coverage may be altered by the Contractor to produce the required response time performance with the greatest possible efficiency.

4.2 System Status Management Plan/Unit Hour Utilization

The Contractor is encouraged to be innovative in developing and implementing sophisticated techniques for maximizing unit hour utilization. The Contractor shall submit to the City for review, its system status management plan detailing its deployment methods and unit levels to provide coverage within the City of Everett service area.

4.3 Dispatch and Communications

4.3.1 City Provided Radio Frequency: The City shall provide radio frequency for use between the EFD and the Contractor. The City will provide the primary EFD –to – Contractor communication system channel for Contractor's use including authorization to use a designated channel of the Everett/Snohomish County 800 MHz radio and repeater system.

4.3.2 Furnishing of Dispatch/Communication Equipment and Personnel: The Contractor shall furnish, operate, maintain, and replace or upgrade all dispatch and communication equipment, radios, telephone equipment, computer aided dispatch ("CAD") system equipment, including hardware and software supporting the interface and security technology, communication infrastructure enhancements (such as CAD upgrades, mobile data terminals, automatic vehicle locators, etc.) and all other equipment and software necessary for the provision of emergency and non-emergency BLS services. All personnel employed as dispatchers shall be trained in an appropriate manner.

4.3.3 Computer Aided Dispatching: The Contractor shall provide a CAD system to record dispatch information for all requests for services and install and maintain an interface to the EFD CAD system. This system must meet the following requirements:

4.3.3.1 Allow SNOPAC Dispatchers to electronically transmit 9-1-1 call and incident information from the EFD CAD system directly to the Contractor's CAD system.

4.3.3.2 Transmit the real time status and location (geo-coordinates) for all Contractor ambulances that serve the City.

4.3.3.3 Record the EFD incident number for every ambulance dispatched to an EFD incident and includes the EFD incident number and other unique key data with the status and location information.

4.3.3.4 The Contractor will provide all networking, firewall and other communications equipment necessary to support the interface and will provide all network connections whether leased from a commercial carrier or otherwise.

4.3.3.5 The Contractor will provide the technology described herein to ensure 99.99% availability of the network connecting the two CAD systems and 99.99% availability of the technology maintained at the Contractor's premise.

4.3.3.6 Operation and availability of the interface will not excuse the Contractor from meeting the performance and other standards described in this solicitation.

4.3.3.7 New World Systems. The preferred dispatching and tracking software will be New World Systems. The Contractor will provide all networking, firewall and communication equipment necessary (including mobile data terminals) to support the New World Systems

5.0 Dispatch and Communications

The Contractor shall record and maintain for a minimum of 365 days by tape or other voice recording media all radio and telephone communications with and between persons/agencies requesting ambulance service, its units, personnel, and the Contractor's EMS Communications Center, including time track. Such recordings and records shall be made available to the City upon request.

5.1 Emergency Alerting Devices:

The Contractor shall equip each ambulance unit with emergency alerting devices and installed radio communications equipment capable of notifying ambulance personnel of response needs. In addition, each ambulance unit shall contain at least one portable two-way radio to provide the driver or attendant with alerting and two-way communications capabilities when away from the ambulance unit.

5.2 Cooperation in Upgrading City's System: The Contractor shall cooperate with the City during its planning and implementation of upgrades and enhancements to the City's dispatch and communications system.

5.3 Quality Improvement Program for Dispatch and Communications: The Contractor shall develop and maintain an internal Quality Improvement (QI) program for its dispatch/communications center, which shall, at a minimum, include a mechanism for the identification and resolution of problems or potential problems related to dispatch and communications; and a dispatch/communications center QI committee that meets regularly to consider the following issues: receipt of call, compliance with prescribed call triage guidelines, appropriate dispatch procedures, unit coverage and unit utilization, system status management plan including posting locations, all call response time elements, and crew/dispatch rapport.

6.0 Ambulance Vehicles

The Contractor shall furnish, operate, maintain and replace as necessary any and all ambulance vehicles, equipment and supplies.

6.1 Vehicle Specifications

Vehicles shall be of a Type I, II, or III and shall meet or exceed the higher of the current Federal KKK-A-1822 standards and applicable State of Washington requirements. Vehicles must be of a condition and mileage consistent with section 6.4 below to be able to fulfill the BLS patient care and transport requirements of the contract. Replacement vehicles shall meet the then current Federal KKK standards at the time of the vehicle being placed into service, except where such standards conflict with State of Washington standards, in which case the higher standards shall prevail.

6.2 Vehicle Report

The Contractor shall maintain and provide to the City a complete listing of all vehicles including reserve vehicles used in the performance of the Contract, including their license and vehicle identification numbers, and the name and address of the lien holder, if any. Changes in the lien holder, as well as the transfer of ownership, purchase, or sale of vehicles used under the contract shall be reported to the City within ten (10) calendar days of such occurrences.

6.3 Minimum Inventory of Vehicles

The Contractor shall furnish a sufficient number of ambulances equipped for emergency and non-emergency BLS ambulance services to maintain a surplus of ambulances in excess of peak hour coverage requirements in the region. The Contractor shall maintain a minimum vehicle inventory and on-board equipment equal to 125% of peak ambulance coverage.

6.4 Vehicle Replacement Program

The Contractor shall develop and implement a vehicle replacement program that incorporates provisions to rotate older vehicles out of front line service. Gasoline powered units shall be replaced with units that comply with 6.1 prior to 125,000 miles and diesel powered units shall be replaced prior to 250,000 miles with vehicles in compliance with 6.1.

6.5 Vehicle Equipment and Supplies

Each ambulance unit shall, at all times, maintain an equipment and supply inventory sufficient to meet Snohomish County EMS Pre-Hospital Care Treatment Guidelines, Protocols and Procedures (see Appendix A).

6.6. Ambulance Unit Maintenance

All vehicles, equipment and supplies shall be maintained in a clean, sanitary, and safe mechanical condition at all times. The Contractor shall provide a vehicle maintenance program that is designed and conducted to achieve high standards of reliability appropriate to a modern emergency and non-emergency BLS ambulance service by utilizing appropriately trained personnel knowledgeable in the maintenance and repair of ambulances, developing and implementing standardized maintenance practices, and incorporating an automated maintenance

program record keeping system.

6.7 Vehicle Markings and Advertising Restrictions

All advertising and markings on ambulance units shall emphasize the "9-1-1" emergency telephone number. The advertising of other telephone numbers for any type of emergency service is not permitted.

6.8 [Not Used]

6.9 Bariatric Response Unit

The Contractor shall provide a Bariatric Response Unit that meets the standards identified in 6.1 above and is suitable for transporting patients identified to be of greater weight than is suitable for the normal fleet of ambulances. Exhibit A contains includes a description of both the bariatric response vehicle itself, the minimum equipment inventory to be stored in it, and a description of the mechanism that will be used for inventorying and assessing the ongoing usefulness of such equipment.

6.10 Vehicle Collision Reporting

The Contractor shall report monthly all vehicle collisions involving Contractor's vehicles.

7.0 Contractor's Personnel

7.1 Staffing

Each ambulance unit responding to requests for BLS service shall have at least two personnel who are certified and accredited as Basic Life Support Emergency Medical Technicians, as defined in RCW 18.73 and WAC 246-976 as now or hereafter amended.

7.2 Driver Training and Area Knowledge

Prior to driving any ambulance pursuant to this Contract, the Contractor's ambulance operators must successfully complete an Emergency Vehicle Operator's Course. Additionally each driver shall have knowledge of the geographic area of the City of Everett and the ability to read maps prior to driving any ambulance units.

7.3 Safety Program

The Contractor shall take actions necessary to minimize the risk of disease or injury to all employees, and provide a safety and risk program that instructs all employees in safety practices and prepares them to avoid risks. The Contractor shall establish a safety committee that is representative of all departments of the Contractor's local operation, with the exception of strictly administrative ones, that meets on a regular basis to review and make recommendations regarding the Contractor's operations as it applies to issues of risk and safety. The EFD shall be

invited to participate in all safety committee meetings.

7.4 Work Schedules/Working Conditions

The Contractor shall utilize reasonable work schedules and shift assignments that provide adequate working conditions. The primary concern is patient care, and the Contractor shall utilize management principles that ensure that field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime, are not exhausted to an extent that may impair judgment or motor skills.

Because of the wide variety of management practices utilized throughout the industry, no specific requirements or restrictions regarding work schedules and working conditions shall apply. The City reserves the right to view schedules prior to implementation and to review them at any time.

If events warrant such action, the City may require revision of the established work schedule to address rest periods for extended shifts and standards limiting the use of back-to-back shifts and mandatory overtime, as deemed necessary to protect patients from the possibility of error caused by exhaustion of field personnel.

7.5 Compensation and Fringe Benefits

The Contractor shall provide its employees with compensation and fringe benefits to promote a professional and motivated work force. The combined compensation and fringe benefit program for field personnel, on-site management, and EMS dispatch personnel should provide a financial benefit to those personnel that is, at least, substantially equivalent to the average rate of compensation for similar private sector field personnel in similar sized and cost-of-living areas of the United States. These specific wage or salary packages should be structured so that the overall combination of wages, benefits, shift schedules, working conditions, and factors related to job satisfaction will work to reduce employee turnover. Other employee incentives such as retirement savings programs are encouraged.

7.6 New Employee Recruitment, Screening, and Orientation Program

The Contractor shall operate an aggressive, stringent, and comprehensive program of initial and ongoing personnel recruitment, screening, and orientation designed to attract, select, and thoroughly orient, prior to field or EMS dispatch placement, individuals who are among the industry's most qualified candidates for EMS employment.

The recruitment, selection and retention of high quality on-site management personnel are paramount to the success of this program. Therefore, Contractor is highly encouraged to select such personnel carefully.

The Contractor will provide a reasonable opportunity for the work force of the previous provider

to seek employment opportunities with the Contractor.

7.7 Employee Training and Orientation of City's EMS System

The Contractor shall coordinate with EFD to provide supervisory, field, and dispatch personnel assigned to the City with an orientation on the City's EMS System prior to field assignment. This program shall be subject to the review and approval of the EFD. Additionally, the Contractor shall grant EFD access to information regarding the Contractor's personnel, equipment and operation to assure compliance with contract terms for these areas.

7.8 Character and Competence of Personnel

The Contractor shall ensure that its personnel conduct themselves in a professional and courteous manner. The Contractor's personnel shall be competent, holders of required permits or certificates in their respective trades or professions and shall undergo background checks and drug testing as a condition of employment. The City may demand the removal of any employee or subcontractor of the Contractor for misconduct or incompetent or negligent performance. Such persons shall not be allowed to perform services on this contract with the City without the written consent of the City.

8.0 Additional Contactor Responsibilities

8.1 Outside Work

The Contractor may do other work within the City limits (e.g., scheduled transports, non-ambulance medical transportation, special event standby coverage, HMO/Government contract work, etc.), provided the outside work does not negatively affect the Contractor's peak load capacity, disaster readiness, and overall efficiency, and does not detract from the Contractor's contractual obligations to the City.

Requests for service and/or contractual obligations outside of the city in other regions which would draw down the Contractor's resources below 125% of peak coverage will be subject to approval by EFD.

8.2 Major Emergency and Disaster Response within the City of Everett Limits

The Contractor acknowledges that the City is entering into an Contract with the Contractor for the benefit of the public. The Contractor shall consider the City as its first priority and shall make its best effort to provide BLS services to the City in a timely manner. The Contractor shall develop a plan for the immediate recall of personnel to staff units during multi-casualty situations; times of peak overload, or major emergency and disaster situations. This plan shall include the ability of the Contractor to alert off-duty personnel.

The Contractor shall participate in training programs and exercises designed to upgrade, evaluate, and maintain readiness of the City's EMS system's disaster and multi-casualty response system.

8.3 Public Information and Education

The Contractor shall participate in Everett and regional EMS system public education and information programs including press relations, explanations regarding rates, regulations and system operations, increasing public awareness and knowledge of the EMS system, injury/mortality prevention/reduction, and general health and safety promotion.

8.4 Integration of Services

Contractor shall integrate its services with the services of other EMS System participants including first responder agencies, public safety agencies, hospitals, other health professionals, and neighboring ambulance provider agencies. In addition to the other provisions set forth in this RFP, Contractor shall be an active participant in the Regional EMS System.

8.5 Mutual Aid Agreements

The Contractor may enter into and use mutual aid agreements with other private ambulance providers to augment the Contractor's services during peak load periods (e.g. sporting events) or during major emergency and disaster responses. Prior to execution of such mutual aid agreements, the Contractor shall submit the agreement to EFD for review and approval.

9.0 Local Administrative Office

The Contractor shall maintain an administrative office within twenty miles of EFD Headquarters, 2930 Wetmore Ave, Everett, WA 98201. This office will be established within 60 days after the Effective Date.

10.0 Inspections

At any time during normal business hours, and as often as may reasonably be deemed necessary, the City representatives and the EMS Medical Director(s), may observe the Contractor's operations. Additionally, the Contractor shall make available for their examination and audit, all contracts, invoices, materials, payrolls, inventory records, records of personnel (with the exception of confidential personnel records), daily logs, conditions of employment, all operational and procedure policy manuals, excerpts or transcripts from such records, all relevant fiscal records and other data related to all matters covered by this contract.

City representatives and the EMS Medical Director(s), may, at any time, and without notification, directly observe Contractor's operation of its EMS Communications Center, maintenance facility, or any ambulance post location, and a City representative and the EMS Medical Director(s), may, at any time, ride as a third person on any of the Contractor's ambulance units, provided however, that in exercising this right to inspection and observation, such representatives shall conduct themselves in a professional and courteous manner, shall not interfere in any way with

Contractor's employees in the performance of their duties, and shall, at all times, be respectful of Contractor's employer/employee relationship.

The City's right to observe and inspect Contractor's business office operations or records shall be restricted to normal business hours, and reasonable notification shall be given by Contractor in advance of any such visit.

The Contractor will cooperate with and respond to the Everett Fire Department, the EMS Medical Director and the City on all matters related to the provision of emergency and non-emergency BLS ambulance services.

11.0 Finance

11.1 Billing, Collections and Reporting

The Contractor shall be responsible for all billing and collection functions related to BLS transport services. The Contractor shall perform all such billing and collection functions in a professional and courteous manner and in accordance with applicable federal, state and local laws, regulations, procedures and policies including, without limitation, collection and credit reporting laws.

The Contractor will not attempt to collect fees at the scene, in route, or upon delivery of the patient to a health facility for services rendered.

The Contractor shall maintain billing and accounts receivable information. The Contractor shall provide, within ninety (90) days after the end of each of the Contractor's fiscal years, data that clearly identify collection rates and compliance with rate structure, and the preliminary balance sheet and income statement for its operations within the City. The City shall have the right to examine/audit financial records at any reasonable time. The City will maintain confidentiality of submitted financial records and statements, subject to the requirements of law.

The contractor shall provide a City of Everett Notice of Privacy Practices (NPP) with every billing unless the contractor has proof of receipt (signature) of such NPP from prior service provision to patient. The contractor will provide a new NPP to each patient at time of billing whenever that policy is updated.

11.2 Contractor Payments to the City

11.2.1 Monthly Payment: The Contractor shall make an annual payment of \$158,167.04 payable in equal monthly payments of \$13,180.59 to the City to cover the City's costs of administering the Contract and providing resources to support BLS transport. Such costs include and are not limited to:

11.2.1.1 The costs associated with the dispatch of and communication with EMS providers, including the Contractor's use of the City's radio frequency and the City's equipment, hardware, software, and maintenance to support such frequency;

11.2.1.2 The City's incremental cost associated with monitoring Contractor's compliance with the Contract; and,

11.2.1.3 The City's incremental cost associated with medical control and quality assurance.

11.2.1.4 This payment amount shall be adjusted annually for inflation.

11.3 Compensation and Rates

11.3.1 Compensation: The Contractor's sole financial compensation for services rendered under the Contract shall be the rates billed and collected from patients and responsible third parties. The City, local tax support, or subsidy shall not fund any services provided by Contractor.

11.3.2 Rates: The Contractor's rates proposed on Fee Proposal form shall be inclusive of all Contractor's costs. Contractor shall not separately charge, separately invoice, or separately itemize on invoices disposable supplies, equipment usage, or recoupment of payments made including liquidated damages to the City pursuant to Sections 11.2 and 11.4.

Except as required by law, the Contractor shall charge customers resulting from the scope of this Contract the rates not to exceed those proposed on Fee Proposal Form. Except as required by law or as approved by the City, the Contractor shall charge all customers for BLS transports resulting outside the scope of this Contract and occurring within the City limits rates no less than the rates proposed on Fee Proposal form. Upon request of the Contractor, EFD may authorize an increase based on CPI of the rates on the Fee Proposal form.

11.4 Liquidated Damages

This Contract provides for the payment by the Contractor of liquidated damages in certain circumstances of nonperformance, breach and default. Each party agrees that the damaged party's actual damages in each such circumstance would be difficult or impossible to ascertain and that the liquidated damages provided for herein with respect to each such circumstance are intended to place the damaged party in the same economic position as it would have been in had the circumstance not occurred. Nothing in this Section shall be construed to limit any remedies, including termination, provided for herein with respect to any nonperformance, breach or default by the Contractor. The Contractor shall pay liquidated damages to the City for failure to meet patient care standards and response time standards described in Section 2 which details performance standards for the two operational levels. Every call that does not adhere to the performance standards shall first be classified as an alleged performance failure. Each alleged performance failure shall be investigated by the Contractor and evaluated by the City. The City shall determine whether there were appropriate or acceptable extenuating circumstances that caused or significantly contributed to the performance failure. The Contractor shall pay liquidated damages to the City for all performance failures that are determined to be the fault of

the Contractor and not the result of an extenuating circumstance. All payments for liquidated damages shall be payable to "City of Everett".

3.1.1.2 11.4.1 For each Normal Operations "Non-Code" request that exceeds 14:59 minutes, the Contractor shall be assessed liquidated damages at a rate of fifty dollars (\$50) per minute or fraction thereof for each minute late up to five minutes. For any response greater than 5 minutes late, the Contractor shall be deemed to have failed to respond to the request and a total of five hundred dollars (\$500) in liquidated damages will be assessed for a failed response.

3.1.1.3

3.1.1.4 11.4.2 For each Normal Operations "Code" request that exceeds 9:59 minutes, the Contractor shall be assessed liquidated damages at a rate of fifty dollars (\$50) per minute or fraction thereof for each minute late up to five minutes. For any response greater than 5 minutes late, the Contractor shall be deemed to have failed to respond to the request and a total of five hundred dollars (\$500) in liquidated damages will be assessed for a failed response.

3.1.1.5

3.1.1.6 11.4.3 For each Modified Operations "Non-Code" request that exceeds 19:59 minutes the Contractor shall be assessed liquidated damages at a rate of fifty dollars (\$50) per minute or fraction thereof for each minute up to five minutes. For any response greater than 5 minutes late, the Contractor shall be deemed to have failed to respond to the request and a total of five hundred dollars (\$500) in liquidated damages will be assessed for a failed response.

3.1.1.7 11.4.4 For each Modified Operation "Code" request that exceeds 14:59 minutes, the Contractor shall be assessed liquidated damages at a rate of fifty dollars (\$50) per minute or fraction thereof for each minute up to five minutes. For any response greater than 5 minutes late, the Contractor shall be deemed to have failed to respond to the request and a total of five hundred dollars (\$500) in liquidated damages will be assessed for a failed response.

11.4.5 Liquidated Damages for Dropping Below 125% of Peak Coverage: For any day that the Contractor fails to have adequate vehicle inventory to cover 125% of peak coverage, the Contractor shall be assessed liquidated damages at a rate of five thousand dollars (\$5,000) per day.

11.4.6 Liquidated Damages for Failure to Properly Equip/Staff Unit: Any deployed unit failing to meet the minimum required equipment, supplies and staffing shall be assessed liquidated damages as a missed call at a rate of \$600. Such units must be immediately removed from service until the deficiency is corrected.

11.4.7 Liquidated Damages for Failure to Furnish Required Documentation: In the event Contractor fails to furnish required information, reports, or documentation, the City shall notify the Contractor of such failure. If the Contractor does not furnish the information, report, or document within the time period specified, the City may, at its option, impose liquidated damages of sixty dollars (\$60.00) per day for each item of such information, report, or document until the requested item is provided. Such liquidated damages shall not be applied in cases where the cause of such reporting deficiency was beyond the Contractor's reasonable control.

11.4.8 Liquidated Damages for Mechanical Failure: If an ambulance experiences a mechanical failure (breakdown) while transporting a patient to a hospital, liquidated damages of six hundred Dollars (\$600) will be assessed for each occurrence.

11.4.9 Liquidated Damages for Failure of Crew to Report: Liquidated damages of six hundred dollars (\$600) will be assessed for failure of the ambulance crew to report its on-scene arrival to the dispatch center.

11.4.10 Liquidated Damages for False Report: Liquidated damages of six hundred dollars (\$600) will be assessed for each incident where the City determines that the crew, dispatchers, or management personnel of the Contractor reported a false on-scene arrival time.

11.4.11 Liquidated Damages for Improper Code Transport: Liquidated damages for not transporting "Non-Code" (without lights and sirens) as required by subsection 2.2.7 will be assessed at one hundred dollars (\$100) per incident.

12.0 Liquidated Damages Exemptions

The Contractor may apply and the City may grant exemptions to liquidated damages resulting from situations beyond the Contractor's control that cause unavoidable delay or no response. EFD shall examine each request for exemption and shall take into consideration the Contractor's system status management plan, staffing levels, dispatch times, in-service times, traffic, street blockages, and other influencing factors. If EFD determines the circumstances warrant, EFD shall grant an exemption to liquidated damages resulting from the response time performance standards. To be eligible for such an exemption, the Contractor shall apply for the exemption in accord with the terms of section 3.6.

12.1 Concurrent Responses: In the event three or more units are simultaneously committed to one incident and two or more additional units are concurrently responding to at least two other separate incidents, EFD may grant an exemption for each unit starting with the third incident.

12.2 Declared disaster: In the event an emergency is officially declared, EFD may grant exemption to liquidated damages resulting from response time performance standards for all units during the declared emergency.

12.3 Multiple Unit Response: In the event two or more units are simultaneously committed to one incident, the first arriving unit shall be held to the response time standard. EFD may grant an exemption for each unit starting with the second unit provided the units arrive at the scene within 19:59 minutes.

12.4 Response Location Errors: In the event EFD provides an inaccurate address, or if the location does not exist, EFD shall grant a response time exemption.

12.5 Response Location Change: In the event EFD changes the incident location and the change delays the unit's response time because the unit must reroute farther than one city block to respond to the call, EFD may grant an exemption.

12.6 Canceled Request: In the event a request is canceled prior to or at the unit's arrival on scene for reasons other than exceeding the maximum response time standard, EFD may grant an exemption.

12.7 Response Delayed by Accident: In the event the unit is involved in an accident and cannot continue to respond to the call, EFD will grant an exemption provided the accident is not the fault of the ambulance unit.

12.8 Reduced/Upgraded Response: In the event EFD reduces the priority of the response from Code to Non-Code or upgrades the response from Non-Code to Code, the response shall be considered a Non-Code response.

13.0 Invoicing and Payment of Liquidated Damages

No more frequently than monthly and at least quarterly, the City shall invoice Contractor for any liquidated damages assessed during the prior period. The Contractor shall pay the liquidated damages within 30 days of receipt of invoice.

13.1 Appeal of Liquidated Damages Assessment

In instances when the City's Contract Administrator, at the request of the Contractor, has reviewed the circumstances for imposing liquidated damages, and determined that the grounds are sufficient to justify the imposition of the liquidated damages, the Contract Administrator shall report the Contractor's appeal and the reasons for denial to the Everett Fire Chief. The Contractor shall have the right to appeal such ruling to the Everett Fire Chief within 2 weeks. The determination of the Fire Chief shall be final.

13.2 Liquidated Damages Waived for Start-Up Period

The City may waive the liquidated damages for the first three (3) months of the Contract.

13.3 Liquidated Damages Adjustment

Liquidated damages may be adjusted annually by the City in an amount not to exceed the rate of inflation for the period since the last adjustment.

14.0 Breach of Contract

The City considers any breach of the Contract a serious situation and will seek remedies commensurate with the severity and magnitude of the event. Remedies could include but are not limited to corrective measures, liquidated damages, probation or suspension, or termination of the Contract. It is the intent and desire of the City to maintain a good working relationship with the Contractor while at the same time ensuring service to the community.

15.0 Aggregated Failure

Without limiting the breadth of Section 14, if in any contract year the Contractor maintains a response time performance level at less than 90% monthly compliance in any four (4) months or two (2) consecutive months, the City shall have the right to terminate the Contract.

16.0 Taxes, Fees and Licenses

16.1 Taxes, Fees and Licenses: The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Contract; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Contract.

16.2 Licenses and Similar Authorizations: The Contractor, at no expense to the City, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.

17.0 Contract Notices, Deliverable Materials and Invoices Delivery

Contract notices shall be delivered to the City at the following address (or such other address as the City may designate in writing):

[Insert]

Contract notices shall be delivered to the Contractor at the address on the first page of this Contract (or such other address as the Contractor may designate in writing):

[Insert]

18.0 Representations

Contractor represents and warrants that it has the requisite training, skill and experience necessary to perform all its obligations under this Contract and is appropriately accredited and licensed by all applicable agencies and governmental entities.

19.0 Inspection.

The BLS Ambulance service at all times, shall be subject to inspection by and approval of the City, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Work in accordance with this Contract, notwithstanding Everett's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. Contractor shall provide sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.

20.0 Performance.

Acceptance by Everett of unsatisfactory performance with or without objection or reservation shall not waive the right to claim damage for breach, nor terminate the Contract, nor constitute a waiver of requirements for satisfactory performance of any obligation to be performed by Contractor.

21.0 Non-Discrimination.

22.0 Contractor take all steps necessary to comply with all federal, state, and local laws and policies regarding non-discrimination and equal employment opportunities

23.0 Equal Employment Opportunity.

All Contractors must comply with federal Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

24.0 Civil Rights Act Title VI.

The Contractor must comply with the provisions of the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to, discrimination under any program or activity receiving federal financial assistance.

25.0 Publicity.

No news release, advertisement, promotional material, tour, or demonstration related to Everett's use of the Contractor's services performed pursuant to this Contract shall be produced, distributed, or take place, without the prior, specific written approval of the City's Project Manager or his/her designee.

26.0 Proprietary and Confidential Information

25.1 Contractor understands that any records (including but not limited to its proposal submittals, this Contract, and any other contract materials) it submits to the City, or that are used by the City even if the Contractor possesses the records, are public records under Washington State law, RCW Chapter 42.56. Public records must be promptly disclosed upon request unless a statute exempts them from disclosure. The Contractor also understands that even if part of a record is exempt from disclosure, the rest of that record generally must be disclosed.

25.2 If the City receives a public disclosure request made pursuant to RCW Chapter 42.56, the City will not assert an exemption from disclosure on behalf of the Contractor. For materials that the Contractor has properly marked, the City will notify the Contractor of the request and postpone disclosure for ten business days to allow the Contractor the opportunity to file a lawsuit seeking an injunction to prevent the release of documents pursuant to RCW 42.56.540. Any notification is provided as a courtesy and is not an obligation on behalf of the City. Unless the Contractor obtains and serves an injunction upon the City before the close of business on the tenth business day after the date of the notification, the City may release the documents. It is the Contractor's discretionary decision whether to file the lawsuit.

25.3 In order to request that material not be disclosed until receipt of notification of a public disclosure request, you must identify the specific materials and citations very clearly on the each page of the material that you believe is exempt from disclosure.

25.4 If the Contractor does not obtain and serve an injunction upon the City within 10 business days of the date of the City's notification of the request, the Contractor is deemed to have authorized releasing the record.

25.5 [Not Used].

25.6 Notwithstanding the above, the Contractor must not take any action that would affect (a) the City's ability to use goods and services provided under this Contract or (b) the Contractor's obligations under this Contract.

25.7 The Contractor will fully cooperate with the City in identifying and assembling records in the event of any public disclosure request.

27.0 General Legal Requirements

- A. General Requirement: Contractor, at no expense to Everett, shall comply with all applicable laws of the United States and the State of Washington; the Charter and ordinances of Everett; and rules, regulations, orders, and directives of their administrative agencies and the officers thereof. Without limiting the generality of this paragraph, the Contractor shall specifically comply with the following requirements of this section.
- B. Licenses and Similar Authorizations: Contractor, at no expense to Everett, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.
- C. Taxes: The Contractor shall pay, before delinquency, all taxes, import duties, levies, and assessments arising from its activities and undertakings under this Contract; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Contract.

28.0 American with Disabilities Act

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Contract. In particular, if the Contractor is providing services, programs or activities to Everett employees or members of the public as part of this Contract, the Contractor shall not deny participation or the benefits of such services, programs, or activities, to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Contract.

29.0 OSHA/WISHA.

Contractor agrees to comply with conditions of the Federal Occupational Safety and Health Acts of 1970 (OSHA), as may be amended, and, if it has a workplace within the State of Washington, the Washington Industrial Safety and Health Act of 1973 (WISHA), as may be amended, and the standards and regulations issued there under and certifies that all items furnished and purchased under this order will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless the City from all damages assessed against the City as a result of Contractor's failure to comply with the acts and standards there under and for the failure of the items furnished under this order to so comply.

30.0 Contract Work Hours and Safety Standards.

For all contracts that employ mechanics or laborers, the Contractor and all subs shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provide that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

31.0 Indemnification

To the extent permitted by law, the Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, or trademark, or trade secret arising out of the work performed or goods

provided under this Contract, or the Contractor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of the City. As to the City of Everett, the Contractor waives any immunity it may have under RCW Title 51 or any other Worker's Compensation statute. The parties acknowledge that this waiver has been negotiated by them, and that the contract price reflects this negotiation.

32.0 Insurance

Contractor shall maintain at its own expense at all times during the term of this Contract the following insurance, as well as any other additional coverage requirements issued by the City.

31.1. Minimum Coverage and Limits of Liability. Contractor shall at all times during the term of this Contract maintain continuously, at its own expense, minimum insurance coverage and limits of liability as specified below:

A. Commercial General Liability (CGL) insurance, including:

- Premises/Operations
- Products/Completed Operations
- Personal/Advertising Injury
- Contractual
- Independent Contractors
- Stop Gap/Employers Liability

With minimum limits of liability of \$1,000,000 each occurrence combined single limit bodily injury and property damage ("CSL"), except:

- \$1,000,000 Personal/Advertising Injury
- \$2,000,000 Products/Completed Operations Aggregate
- \$2,000,000 General Aggregate
- \$1,000,000 Each accident/disease/employee Stop Gap/Employer's

Liability

B. Automobile Liability insurance, including coverage for owned, non-owned, leased or hired vehicles with a minimum limit of liability of \$1,000,000 CSL.

C. Umbrella/Excess Liability insurance as may be required to demonstrate minimum CGL and Automobile Liability total limits requirement of \$5,000,000, which may be satisfied with primary limits or any combination of primary and/or Umbrella/Excess limits.

D. Medical Errors & Omissions (E&O) insurance with a minimum limit of liability of \$1,000,000 each claim.

E. Worker's Compensation covering industrial injury to Contractor's employees in accordance with the provisions of Title 51 of the Revised Code of Washington.

31.2. City as Additional Insured. The City of Everett shall be included as an additional insured under CGL and Automobile Liability insurance for primary and non-contributory limits of liability.

31.3 No Limitation of Liability. The limits of liability specified herein in subparagraph 1.A., 1.B. and 1.C. are minimum limits of liability only and shall not be deemed to limit the liability of Contractor or any Contractor insurer except as respects the stated limit of liability of each policy. Where required to be an additional insured, the City of Everett shall be so for the full limits of liability maintained by Contractor, whether such limits are primary, excess, contingent or otherwise.

31.4. Minimum Security Requirement. All insurers must be rated A- VII or higher in the current A.M. Best's Key Rating Guide and licensed to do business in the State of Washington unless coverage is issued as surplus lines by a Washington Surplus lines broker.

31.5. Self-Insurance. Any self-insured retention not fronted by an insurer must be disclosed. Any defense costs or claim payments falling within a self-insured retention shall be the responsibility of Contractor.

31.6. Evidence of Coverage. Prior to performance of any scope of work under paragraph 1, Contractor shall provide certification of insurance acceptable to the City evidencing the minimum coverage's and limits of liability and other requirements specified herein. Such certification must include a copy of the policy provision documenting that the City of Everett is an additional insured for commercial general liability insurance on a primary and non-contributory basis.

33.0 Audit.

Upon request, Contractor shall permit Everett, and any other governmental agency involved in the funding of the Work ("Agency"), to inspect and audit all pertinent books and records of Contractor, any subcontractor, or any other person or entity that performed work in connection with or related to the work or services performed, at any and all times deemed necessary by Everett or Agency, including up to six years after the final payment or release of withheld amounts has been made under this Contract. Such inspection and audit shall occur in Snohomish County, Washington or other such reasonable location as Everett or Agency selects. The Contractor shall supply Everett with, or shall permit Everett to make, a copy of any books and records and any portion thereof. The Contractor shall ensure that such inspection, audit and copying right of Everett and Agency is a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform work under this Contract.

34.0 Contractual Relationship

The relationship of Contractor to Everett by reason of this Contract shall be that of an independent contractor. This Contract does not authorize Contractor to act as the agent or legal representative of Everett for any purpose whatsoever. Contractor is not granted any express or

implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of Everett or to bind Everett in any manner or thing whatsoever.

35.0 Assignment and Subcontracting

Contractor shall not assign or subcontract any of its obligations under this Contract without Everett's written consent, which may be granted or withheld in Everett's sole discretion. Any subcontract made by Contractor shall incorporate by reference all the terms of this Contract except for Equal Benefit provisions. Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract, except for Equal Benefit provisions. Everett's consent to any assignment or subcontract shall not release the Contractor from liability under this Contract, or from any obligation to be performed under this Contract, whether occurring before or after such consent, assignment, or subcontract.

36.0 Transition Plan:

In recognition of the potential adverse impact on the public's health and safety resulting from even a temporary cessation of the provision of ambulance services as set forth in this Contract, the parties recognize the need for there to be an orderly transition in ambulance operations at the end of the term of this Contract or extensions thereof. Six months prior to the expiration of the term of the Contract or any extension thereof, the Contractor shall present a transition plan to the City for approval. Such plan shall fully address the transfer of ambulance operations to the subsequent ambulance service provider or the City as the case may be. At a minimum, the transition plan shall address the following issues and meet the following minimum requirements:

- A. The Contractor shall continue to meet all its obligations under this Contract, including specifically, the response time standards. The transition plan shall specifically address the steps that the Contractor will take to ensure full compliance with the performance requirements of the Contract.
- B. Unless requested by the City, the transition plan shall be based on the same operation plan that the Contractor has utilized successfully to date during the term of the Contract.
- C. Employment. The transfer plan shall address the Contractor's plans to relocate, layoff, terminate, etc. its then current work force. Recognizing that some of the Contractor's employees may seek other employment as a result of the upcoming transition, the transition plan shall address how the Contractor intends to maintain/retain qualified personnel to meet its performance obligations under the Contract.
- D. Records. The transition plan shall provide for an orderly transfer of all records, data, files or other information, regardless of source, kept by the Contractor arising out of this Contract to the subsequent service provider or the City. No records, data, or information, regardless of source, shall be erased, discarded, removed from the premises or modified without the specific written approval of the City. Any information, spreadsheets, or data sets which may be required by this Contract, whether in hard copy, tape or other electronic media, shall become the property of the

City at the conclusion of the Contract. Any loss or damage to such records, materials or information, for any reason, shall be replaced /recreated by the City and the cost for such restoration shall be paid by the Contractor. This requirement shall not include materials proprietary to the Contractor except those items necessary to satisfy reporting and other requirements of this Contract.

- E. The transition plan shall address the Contractor's plan, if any, to "wind down" its operations in anticipation of the transfer of its operations to a subsequent service provider or the City as the case may be; provided that, in no event shall the Contractor be relieved from full compliance with the performance requirements of the Contract. The transition plan shall address the Contractor's plans, if any: to begin to reduce inventory; and to terminate, assign or sublease existing equipment, vehicle, service and facility leases, contracts, and subcontracts.
- F. Vehicles: To the extent the Contractor expects to transfer vehicles, equipment and/or facilities to a subsequent service provider or the City, the transition plan shall address the schedule(s) for such transfers and the transfer of all relevant records related thereto. Such records shall include but not be limited to leases, contracts, maintenance records, operating manuals, warranties, financing documents, and any other documents or records related to the vehicles, equipment and/or facilities to be transferred.

The City shall have thirty (30) days to accept or reject the transition plan. In the event that the City rejects the transition plan, the City shall advise the Contractor of the changes to the transition plan that must be made by the Contractor to meet the requirements of this Subsection. The Contractor shall make the necessary changes to the transition plan within thirty (30) days. If the Contractor cannot or will not make the necessary changes, the City may make the changes, and the cost of the City in performing this work shall be the responsibility of the Contractor.

Both parties shall operate in accordance with the approved transition plan for the remainder of the term of the Contract. Any approved changes to the transition plan shall be documented in writing signed by both parties.

In the event of termination of the Contract, the City may require that the Contractor prepare a transition plan in the accordance with some or all of the requirements of this section 36.0

37.0 Federal Debarment for Primes and all Subcontractors.

Contractor shall immediately notify the City of any suspension or debarment or other action that excludes the Contractor and any subcontractor from participation in Federal contracting. Contractor shall verify all subcontractors that are intended and/or used by the Contractor for performance of City work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.epls.gov/eplsearch.do>. The Contractor shall keep proof of such verification within the Contractor records.

38.0 Supervision and Coordination.

Contractor shall:

- Competently and efficiently, supervise and direct the implementation and completion of all contract requirements specified herein.
- Designate to Everett, a representative(s) with the authority to legally commit Contractor's firm. All communications given or received from the Contractor's representative shall be binding on the Contractor.
- Promote and offer to Purchasers only those materials, equipment and/or services as stated herein and allowed for by contractual requirements. Violation of this condition will be grounds for contract termination.

39.0 Involvement of Former City Employees

Contractor shall promptly notify Everett in writing of any person who is expected to perform any of the Work and who, during the twelve (12) months immediately prior to the expected commencement date of such work or subcontract, was a City officer or employee. .

40.0 Anti-Trust Overcharges.

Everett maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore the Contractor hereby assigns to Everett any and all claims for such overcharges except overcharges which result from antitrust violations commencing after the price is established under this contract and which are not passed on to Everett under an escalation clause.

41.0 No Conflict of Interest.

Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.

42.0 No Gifts or Gratuities.

Contractor shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official, that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Contractor. Promotional items worth less than \$25 may be distributed by the contractor to City employees if the Contractor uses the items as routine and standard promotions for business. Any violation of this provision may result in termination of this Contract. Nothing in this Contract prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

43.0 Current and Former City Employees, Officers, and Volunteers.

Throughout the life of the contract, Contractor shall provide written notice to City Purchasing and the City Project Manager of any current or former City employees, officials or volunteers that are working or assisting on solicitation of City business or on completion of the awarded contract.

44.0 Intellectual Property Rights.

43.1 Patents: Contractor hereby assigns to Everett all rights in any invention, improvement, or discovery, together with all related information, including but not limited to, designs, specifications, data, patent rights and findings developed in connection with the performance of this Contract or any subcontract hereunder. Notwithstanding the above, the Contractor does not convey to Everett, nor does Everett obtain, any right to any document or material utilized by Contractor that was created or produced separate from this Contract or was preexisting material (not already owned by Everett), provided that the Contractor has clearly identified in writing such material as preexisting prior to commencement of the Work. To the extent that preexisting materials are incorporated into the Work, the Contractor grants Everett an irrevocable, non-exclusive, fully paid, royalty-free right and/or license to use, execute, reproduce, display, and transfer the preexisting material, but only as an inseparable part of the Work.

43.2 Copyrights: For materials and documents prepared by Contractor in connection with the Work, Contractor shall retain the copyright (including the right of reuse) whether or not the Work is completed. Contractor grants to Everett a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the Contractor for Everett under this Contract. If requested by Everett, a copy of all drawing, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs and other storage facilities), software programs or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials which are developed solely for, and paid for by, Everett in connection with the performance of the Work, shall be promptly delivered to Everett.

Everett may make and retain copies of such documents for its information and reference in connection with their use on the project. The Contractor does not represent or warrant that such documents are suitable for reuse by Everett, or others, on extensions of the project, or on any other project. Contractor represents and warrants that it has all necessary legal authority to make the assignments and grant the licenses required by this Section.

45.0 Key Persons.

Contractor shall not transfer or reassign any individual designated in this Contract as essential to the Work, without the express written consent of Everett, which consent shall not be unreasonably withheld. If, during the term of this Contract, any such individual leaves the Contractor's employment, the Contractor shall present to Everett one or more individual(s) with greater or equal qualifications as a replacement, subject to Everett's approval, which shall not be unreasonably withheld. Everett's approval or disapproval shall not be construed to release the Contractor from its obligations under this Contract.

46.0 Disputes.

The parties shall endeavor to resolve any dispute or misunderstanding that may arise under this Contract concerning Contractor's performance, if mutually agreed to be appropriate, through negotiations between the Contractor's Project Manager and Everett's Project Manager, or if mutually agreed, referred to the City's named representative and the Contractor's senior executive(s). Either party may decline or discontinue such discussions and may then pursue other means to resolve such disputes including termination as allowed for within the contract, or

may by mutual agreement pursue other dispute alternatives such as alternate dispute resolution processes. Nothing in this dispute process shall in any way mitigate the rights, if any, of either party to terminate the contract for cause or convenience.

Notwithstanding the above, if Everett believes in good faith that some portion of Work has not been completed satisfactorily, Everett may require Contractor to correct such work prior to Everett payment. In such event, Everett will provide to Contractor an explanation of the concern and the remedy that Everett expects. Everett may withhold from any payment that is otherwise due, an amount that Everett in good faith finds to be under dispute, or if the Contractor does not provide a sufficient remedy, Everett may retain the amount equal to the cost to Everett for otherwise correcting or remedying the work not properly completed.

47.0 Term of Contract/Termination

47.1 Term of Contract

The term of this Contract is five years, beginning on the Effective Date. The Contract will automatically renew without any action of the parties for an additional two years, unless either (1) the City provides Contractor with written notice prior to the fifth anniversary of the Effective Date that the City will not renew the Contract or (2) the Contractor provides written notice no later than the fourth anniversary of the Effective Date that the Contractor will not renew the Contract.

47.2 Termination

- A. For Cause:** Everett may terminate this Contract if the Contractor is in material breach of any of the terms of this Contract, and such breach has not been corrected to Everett's reasonable satisfaction in a timely manner.
- B. For City's Convenience:** **Everett may terminate this Contract at any time, without cause and for any reason including Everett's convenience, upon written notice to the Contractor.**
- C. Nonappropriation of Funds:** Everett may terminate this Contract at any time without notice due to nonappropriation of funds, whether such funds are local, state or federal grants, and no such notice shall be required notwithstanding any notice requirements that may be agreed upon for other causes of termination.
- D. Acts of Insolvency:** Everett may terminate this Contract by written notice to Contractor if the Contractor becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or is wound up or liquidated, voluntarily or otherwise.
- E. Termination for Gratuities:** Everett may terminate this Contract by written notice to Contractor if Everett finds that the Contractor either is in violation of the Gifts and

Gratuities section 41.

- F. Notice:** Everett is not required to provide advance notice of termination. Notwithstanding, Everett may issue a termination notice with an effective date later than the termination notice itself. In such case, the Contractor shall continue to provide products and services as required by Everett until the effective date provided in the termination notice.
- G. No Compensation from the City for Termination:** In the event of termination by the City for any reason, the Contractor shall have no entitlement for any compensation whatsoever from the City relating to such termination. This includes without limitation no compensation for expenses due prior to or after the termination date, and no compensation for Contractor ambulance or other equipment lease obligations due prior to or after the termination date, and no compensation for any expenses related to personnel due prior to or after the termination date. However, effective upon the termination date, the Contractor is no longer required to pay the monthly fee under section 11.2 above, which shall be prorated to the date of termination.
- H. Transition Plan.** Upon notice of termination for any reason, Contractor shall, to the extent required by the City, comply with the Transition Plan requirements in section 36 above.

48.0 Force Majeure – Suspension and Termination.

This section applies in the event that either party is unable to perform the obligations of this Contract because of a Force Majeure event as defined herein, to the extent that the Contract obligations must be suspended in full. A Force Majeure event is an event that prohibits performance and is beyond the control of the party. Such events may include natural or man-made disasters, or an action or decree of a superior governmental body, which prevents performance.

Force Majeure under this Section shall only apply in the event that performance is rendered not possible by either party or its agents

Should either party suffer from a Force Majeure event and is unable to provide performance, such party shall give notice to the other party as soon as practical and shall do everything possible to resume performance.

Upon receipt of such notice, the party shall be excused from such performance as is affected by the Force Majeure Event for the period of such Event. If such Event affects the delivery date or warranty provisions of this Contract, such date or warranty period shall automatically be extended for a period equal to the duration of such Event.

49.0 [Not Used]

50.0 [Not Used]

51.0 Workers Right to Know.

“Right to Know” legislation required the Department of Labor and Industries to establish a program to make employers and employees more aware of the hazardous substances in their work environment. WAC 296-800-180 requires among other things that all manufacturers/distributors of hazardous substances, include completed Material Safety Data Sheets (MSDS) for each hazardous material with each delivery. Additionally, each container of hazardous material must be appropriately labeled with: the identity of the hazardous material, appropriate hazardous warnings, and the Name and Address of the chemical manufacturer, importer or other responsible party.

Labor and Industries may levy appropriate fines against employers for noncompliance and agencies may withhold payment pending receipt of a legible copy of the MSDS. OSHA Form 20 is not acceptable in lieu of this requirement unless it is modified to include appropriate information relative to “carcinogenic ingredients: and “routes of entry” of the product(s) in question.

52. Miscellaneous Provisions.

- A. Amendments:** No modification of this Contract shall be effective unless in writing and signed by the Mayor of the City, except as otherwise authorized herein. The City shall issue change notices to Contractor, and such notices shall take effect under the signature of the City unless written objection of the notice is received by the Contractor upon Contractor receipt of the change notice.
- B. Conflict:** In the event of conflict between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford Everett the maximum benefits.
- C. Liens, Claims and Encumbrances:** All materials, equipment, or services shall be free of all liens, claims or encumbrances of any kind and if Everett requests a formal release of same shall be delivered to Everett.
- D. Binding Contract:** This Contract shall not be binding until signed by both parties. The provisions, covenants and conditions in this Contract shall bind the parties, their legal heirs, representatives, successors, and assigns.
- E. Applicable Law/Venue:** This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for Snohomish County, Washington
- F. Remedies Cumulative:** Rights under this Contract are cumulative and nonexclusive of any other remedy at law or in equity.
- G. Captions:** All titles, including sections or subsections, are for convenience only and do not define or limit the contents.

- H. **Severability:** Any term or provision of this Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Contract.
- I. **Waiver:** No covenant, term, or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by Everett of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by Everett of the breach or default of any covenant, term or condition unless otherwise this is expressly agreed to by Everett, in writing. The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.
- J. **Entire Contract:** This document, along with any attachments and work orders, constitutes the entire agreement between the parties with respect to the Work. No verbal agreement or conversation between any officer, agent, associate or employee of Everett and any officer, agency, employee or associate of the Contractor prior to the execution of this Contract shall affect or modify any of the terms or obligations contained in this Contract.
- K. **Negotiated Contract:** The parties acknowledge that this is a negotiated Contract, that they have had the opportunity to have this Contract reviewed by respective legal counsel, and those terms and conditions are not construed against any party on the basis of such party's draftsmanship thereof.
- L. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made herein or in any connection with this Contract.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made a part hereof, the parties have executed this Contract by having their authorized representatives affix their signatures below.

**CITY OF EVERETT
WASHINGTON**

CONTRACTOR

**By: _____
Ray Stephanson, Mayor**

By: _____

Date

Name

Title

Date

ATTEST:

Sharon Fuller, City Clerk

Date: _____

APPROVED AS TO FORM:

James D. Iles, City Attorney

Date: _____

EXHIBIT A

Bariatric Response Unit

[Insert description agreed from proposal: see Contract section 6.9]